

# TENNESSEE REGULATORY AUTHORITY

Melvin Malone, Chairman  
Lynn Greer, Director  
Sara Kyle, Director



460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

## **NOTICE OF PRE-ARBITRATION CONFERENCE**

**DOCKET NO:** 99-00430

**PETITIONER:** ITC^DeltaCom Communications, Inc.

**IN RE:** Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

**DATE:** July 29, 1999

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The **Pre-Arbitration Conference** in the above-captioned matter is hereby scheduled for **Wednesday, August 4, 1999, at 9:30 a.m.** for the purpose of discussing pre-arbitration matters, including the following:

- 1) Determination of issues;
- 2) Determination of past Authority decisions;
- 3) Positions of Parties and supporting comments filed by brief or testimony;
- 4) Reply comments of the Parties filed by brief or testimony;
- 5) Arbitration Hearing dates and schedule to completion; and
- 6) Procedural matters.

The Pre-Arbitration Conference is being conducted before Counsel Gary Hotvedt, Designated as Pre-Arbitration Officer, in the ground floor Hearing Room at the Tennessee Regulatory Authority, 460 James Robertson Parkway, Nashville, Tennessee. All parties are entitled to be represented by counsel.

We have reviewed the issues submitted by ITC^DeltaCom in this arbitration request. While the issues presented to the TRA may be clear to the parties, some are unclear or ambiguous to the TRA Staff who did not participate in or monitor the negotiations. The attached document, prepared by the Staff, attempts to clarify our understanding of the disputed issues and restate them in a clear and concise format so that a decision may be reached by the arbitrators in a more timely manner. It is not our intent to compromise the positions or requests of the parties.

With this in mind, please review the Staff's submission and be prepared to discuss your position on these revisions at the pre-arbitration conference. ITC^DeltaCom should address in writing the information requested by the Staff on the attached issues matrix **in italics**. ITC^DeltaCom should bring copies of this information in sufficient quantity to provide each participant a copy; or if time permits, serve all parties prior to the conference. Both parties should ensure your company's technical and/or subject matter experts are present at this pre-arbitration conference to discuss and clarify the issues. Be prepared also to discuss the history of the negotiations, discuss the status of current negotiations for each issue and identify any issues that may have been resolved since your most recent submission. We will be relying on previous arbitrations decided by the Authority in our discussions. If any of the parties need copies of these, please call David Foster at 741-2791 ext. 188.

Any motion to change the date of this Hearing must be made in writing and filed with the office of the Executive Secretary of the Authority.

Participants with disabilities who require special accommodations or alternate communications formats should contact the Tennessee Regulatory Authority ADA-EEO/AA Coordinator/Officer, 460 James Robertson Parkway, Nashville, TN 37243-0505, 1-800-342-8359 or TDD 741-3930 so that reasonable accommodations can be made.

FOR THE TENNESSEE REGULATORY AUTHORITY

A handwritten signature in black ink, appearing to read "K. David Waddell". The signature is fluid and cursive, with a large initial "K" and a stylized "Waddell".

K. David Waddell, Executive Secretary

cc: Parties of Record  
Attachment (1)

# ITC/DELTACOM/BELLSOUTH ARBITRATION DOCKET 99-00430

ISSUE AS PRESENTED BY ITC/DELTACOM	ISSUE RESTATED BY STAFF FOR CLARIFICATION	ITC/DELTACOM POSITION	BELLSOUTH POSITION
<p><b>Issue 1(a): Performance Measurements and Performance Guarantees (Att. 10)</b></p> <p>Should BellSouth be required to comply with the performance measures and guarantees for pre-ordering/ordering, resale and unbundled network elements ("UNEs"), provisioning, maintenance, interim number portability and local number portability; collocation, coordinated conversions and the bona fide request processes as set forth fully in Attachment 10 of Exhibit A to this Petition?</p>	<p>Should BellSouth be required to comply with the performance measures and guarantees for pre-ordering/ordering, resale and unbundled network elements ("UNEs"), provisioning, maintenance, interim number portability and local number portability; collocation, coordinated conversions and the bona fide request processes as set forth fully in Attachment 10 of Exhibit A to this Petition?</p>	<p>Yes. BellSouth should comply with the performance measurements and performance guarantees set forth in Attachment 10 of Exhibit A to this Petition.</p>	<p>No. DeltaCom's proposed performance measures and performance guarantees are not appropriate. BellSouth is willing to provide those performance measurements which have been or may be ordered by the Authority for BellSouth to provide to other CLECs in this state.</p>
<p><b>Issue 1(b): Performance Guarantee for Due Dates (Att. 6 - 4.8.15)</b></p> <p>Should BellSouth be required to waive any nonrecurring charges when it misses a due date?</p>	<p>Should BellSouth be required to waive any nonrecurring charges when it misses a due date? <i>If so, under what circumstances and for which UNEs?</i></p>	<p>Yes. If a BellSouth assigned due date is missed and is due to BellSouth, BellSouth should waive all associated non-recurring charges, including any expedite charges.</p>	<p>No. DeltaCom's proposal amounts to nothing more than a penalty, which should not be the subject of arbitration. Further, the waiver of certain charges is not required by the 1996 Act.</p>
<p><b>Issue 2: Parity - General (GTC - 3.2; Att. 2 - 2.3.1.4-.5; Att. 6 - 1.1)</b></p> <p>Should BellSouth be required to provide services including Operational Support Systems ("OSS"), UNEs, White Page Listings and Access to Numbering Resources to ITC\DeltaCom at parity with that which it provides to itself?</p>	<p>Staff does not believe this is an issue: BellSouth is required by the Act to provide these services at parity.</p>	<p>No.</p>	

<p><b>Issue 2(a)(i): Parity - Access to Customer Service Records ("CSRs") and Regional Street</b></p> <p>Should BellSouth be required to provide the specifications for "parsing" the CSRs? Should BellSouth be required to provide a download of the RSAG?</p>	<p>Should BellSouth be required to provide the specifications for "parsing" the CSRs? Should BellSouth be required to provide a download of the RSAG? <i>What specifications has DeltaCom proposed that BellSouth provide for "parsing" the CSRs? How should information contained in RSAG be provided?</i></p>	<p>Yes. A subset of the Street Address Guide, as determined by DeltaCom, should be transmitted electronically on a daily basis. BellSouth should provide a complete download of the RSAG with electronic updates on a daily basis.</p>	<p>BellSouth is providing nondiscriminatory access to its OSS in a manner that allows DeltaCom and other CLECs to parse CSRs and access the RSAG.</p>
<p><b>Issue 2(a)(ii): Parity - Advance Notice of Changes in Business Rules</b></p> <p>(GTC - 20.3; Att. 6 - 1.1)</p> <p>Should BellSouth be required to provide changes to its business rules and guidelines regarding resale and UNEs at least 45 days in advance of such changes being implemented and in a manner that is easily accessible?</p>	<p>Should BellSouth be required to provide changes to its business rules and guidelines regarding resale and UNEs at least 45 days in advance of such changes being implemented and in a manner that is easily accessible? <i>What manner has DeltaCom requested?</i></p>	<p>Yes. Forty-five days is adequate notice. BellSouth should also be required to train DeltaCom personnel on new processes.</p>	<p>No. The CLEC Interconnection Web Page provides fair and reasonable means of notice to all CLECs. BellSouth currently provides thirty (30) days advance notice of changes being made to its business rules and guidelines.</p>
<p><b>Issue 2(a)(iii): Parity - Restriction of Customer Choice</b></p> <p>(Att. 1 - 3.7)</p> <p>Should a customer be permitted to retain both BellSouth and ITC\DeltaCom services or can one carrier restrict the customer's choice?</p>	<p>Should a customer be permitted to retain both BellSouth and ITC\DeltaCom services or can one carrier restrict the customer's choice?</p>	<p>Yes.</p>	<p>Yes. BellSouth has agreed to accept DeltaCom's proposed language.</p>
<p><b>Issue 2(a)(iv): Parity - Integrated Digital Loop Carrier ("IDLC") Technology</b> (Att. 2 - 3.1)</p> <p>Should BellSouth be required to provide an unbundled loop using IDLC technology which will allow ITC\DeltaCom to provide consumers the same quality of service to that offered by BellSouth to its customers?</p>	<p>Should BellSouth be required to provide an unbundled loop using IDLC technology which will allow ITC\DeltaCom to provide consumers the same quality of service to that offered by BellSouth to its customers? <i>What rate has DeltaCom proposed?</i></p>	<p>Yes. BellSouth should offer an unbundled loop to allow DeltaCom's end users to obtain the same level of performance as that offered by IDLC. The unbundled loop delivered should contain a digital signal equivalent to that which enters a switch when IDLC is employed. The price should be the combined cost of a loop connected to a switching port with access to all software features using IDLC.</p>	<p>Yes, where feasible, BellSouth will make IDLC available to DeltaCom. Where it is not technically feasible for BellSouth to provide IDLC, BellSouth will provide loops that meet DeltaCom's specific transmission requirements at the appropriate rates.</p>

<p><b>Issue 2(a)(v): Parity - Quality of Interconnection (Att. 3 - 5.1)</b> Should BellSouth be required to provide interconnection to ITC\DeltaCom that is equal in quality to that provided by BellSouth to any other telecommunications company or to BellSouth itself?</p>	<p>Staff does not believe this is an issue. The Act and FCC rules require BellSouth to provide nondiscriminatory access to telecommunications services.</p>		
<p><b>Issue 2(a)(vi): Parity - Referral Intercept (Att. 6 - 4.8.9)</b> Should the parties be required to continue to provide referral intercept at no cost to each other?</p>	<p>Should the parties be required to continue to provide referral intercept at no cost to each other?</p>	<p>Yes.</p>	<p>Yes. BellSouth has agreed to accept DeltaCom's proposed language. Issue resolved.</p>
<p><b>Issue 2(a)(vii): Parity - Service Intervals (Att. 6 - 4.9.5)</b> Should ITC\DeltaCom receive the same service intervals as that performed by BellSouth on winbacks?</p>	<p>Should ITC\DeltaCom receive the same service intervals as that performed by BellSouth on winbacks? <i>If so, should this information be included in the Interconnection Agreement?</i></p>	<p>Yes. The FCC expressly stated that winback customers of LECs should not receive services at an interval superior (shorter) to that received by customers of CLECs.</p>	<p>Yes. BellSouth is required to provide service intervals to CLECs equivalent to those it provides to its own customers transferring back to BellSouth from a CLEC. In lieu of interconnection language, BellSouth has offered various service intervals to DeltaCom and has included the BellSouth Interval Guide as a part of BellSouth's CLEC Interconnection Web page.</p>
<p><b>Issue 2(b)(i): UNEs - Priority Guidelines (Att. 2 - 2.2.6)</b> Should BellSouth be required to follow the same priority guidelines that it has for BellSouth customers for repair and maintenance and UNE provisioning when it provides service to ITC\DeltaCom customers?</p>	<p>Should BellSouth be required to follow the same priority guidelines that it has for BellSouth customers for repair and maintenance and UNE provisioning when it provides service to ITC\DeltaCom customers? <i>What priority guidelines did DeltaCom request?</i></p>	<p>Yes. The same priority guidelines that BellSouth applies to its customers should apply to DeltaCom's customers. DeltaCom will isolate troubles on unbundled loops, then issue a trouble to BellSouth on the loop. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.</p>	<p>No. UNE provisioning intervals are scheduled pursuant to the BellSouth Product and Services Guide for Interconnection Services. General repair guidelines are set forth in the model Operational Understanding Between BellSouth Maintenance Centers and CLEC Maintenance Centers. The general restoration guidelines for UNE facilities approximate those that BellSouth uses for its own retail</p>

			customers. With regard to repair and maintenance guidelines, BellSouth should not be held to the same priority guidelines, since BellSouth is not able to identify the CLEC's end user.
<p><b>Issue 2(b)(ii): UNEs - Elements Offered (Att. 2 - 1.3, 2.3.1.3, 2.3.1.7)</b></p> <p>Should BellSouth be required to continue providing those UNEs and combinations that it is currently providing to ITC\DeltaCom under the interconnection agreement previously approved by the TRA?</p>	<p>Should BellSouth be required to continue providing those UNEs and combinations that it is currently providing to ITC\DeltaCom under the interconnection agreement previously approved by the TRA? <i>DeltaCom needs to list the combinations it requests and the rate it proposes.</i></p>	<p>Yes. DeltaCom should have continued access to those UNEs and combinations which it is using to provide service to customers today under the existing interconnection agreement.</p>	<p>No. BellSouth will continue to provide any individual UNE currently offered until the FCC completes its current proceeding and resolves rule 51.319 in light of the U.S. Supreme Court's decision in the Iowa Utilities Board case. The 1996 Act does not require BellSouth to offer combinations of UNEs to CLECs that are currently combined in BellSouth's network.</p>
<p><b>Issue 2(b)(iii): UNEs - Extended Loops and Loop/Port Combination (Att. 2 - 1.3; Att. 2 - 2.3.1.3; Att. 2 - 2.3.1.7)</b></p> <p>Should BellSouth be required to provide to ITC\DeltaCom extended loops and the loop/port combination?</p>	<p>Included in Issue 2(b)ii..</p>		
<p><b>Issue 2(b)(iv): Testing of UNEs (Att. 6 - 4.8.10, 4.8.28, 4.9.28; Att. 2 - 6.2.2.1)</b></p> <p>Should BellSouth be required to provide UNE testing results to ITC\DeltaCom? Should the parties be required to perform cooperative testing within two hours of a request from the other party?</p>	<p>Should BellSouth be required to provide UNE testing results to ITC\DeltaCom? <i>DeltaCom needs to state the testing that it requests, along with the associated terms, rates and/or conditions that these test results should be provided?</i> Should the parties be required to perform cooperative testing within two hours of a request from the other party?</p>	<p>Yes. BellSouth should be required to provide UNE testing results to DeltaCom. The parties should be required to perform cooperative testing within two hours of a request from the other party.</p>	<p>No. BellSouth is not required under the Act to provide UNE testing results. Further, BellSouth is not able to electronically transmit this type of data to CLECs and hard copies may not always exist. BellSouth has agreed to use its best efforts to perform cooperative testing with DeltaCom as soon as possible after receiving a request. BellSouth does not agree with a two hour requirement for such cooperative testing.</p>

<p><b>Issue 2 (c)(i) NXX – Functionality Testing (Att. 2 – 1.3)</b></p> <p>Should BellSouth be required to provide NXX testing functionality to ITC\DeltaCom?</p>	<p>Should BellSouth be required to provide NXX testing functionality to DeltaCom? <i>What specific testing functionality did DeltaCom request?</i></p>	<p>Yes. In order to provide a high quality of service to its customers, DeltaCom needs access to the same testing platforms that BellSouth uses for its own customers. No specific testing functionality requested.</p>	<p>Yes. BellSouth has offered to provide an NXX testing option that is equivalent to the means by which BellSouth carries out NXX testing for itself.</p>
<p><b>Issue 2(c)(ii): Parity - Installation Intervals (Att. 2 - 2.2.2.1)</b></p> <p>Should the required installation interval for cutovers be 15 minutes?</p>	<p>Should the required installation interval for cutovers be 15 minutes?</p>	<p>Yes. All loops should be cutover within fifteen (15) minutes.</p>	<p>No. BellSouth agrees to a loop cutover installation interval of fifteen (15) minutes for a single circuit. It is appropriate to establish different installation intervals based upon the number of loops to be cutover to the CLEC.</p>
<p><b>Issue 2(c)(iii): Order Coordination (Att. 2 - 1.3; 2.2.3; 2.2.5; Att. 6 - 4.8.27)</b></p> <p>Should BellSouth be required to continue offering order coordination with SL1? Should SL1 orders without order coordination be specified by BellSouth with either an a.m. or p.m. designation?</p>	<p>Should BellSouth be required to continue offering order coordination with SL1? Should all SL1 orders without order coordination be specified by BellSouth with either an a.m. or p.m. designation?</p>	<p>Yes. BellSouth currently provides order coordination service for SL1 and should continue to do so. BellSouth can currently provide an a.m. or p.m. designation for orders placed without order coordination and should be required to do so..</p>	<p>BellSouth is willing to continue offering order coordination service with SL1 orders. BellSouth will agree to accept a customer's request for an a.m. or p.m. designation when access to the customer's premise is required.</p>
<p><b>Issue 2(c)(iv): Labor Costs (Att. 2 - 2.2.2.2)</b></p> <p>Should the party responsible for delaying a cutover also be responsible for the other party's reasonable labor costs?</p>	<p>Should the party responsible for delaying a cutover also be responsible for the other party's labor costs? <i>What labor costs are appropriate?</i></p>	<p>If the coordinated cutover is delayed, the Party responsible for such delay is responsible for the reasonable labor charges of the other party. Delays caused by the customer are the responsibility of DeltaCom.</p>	<p>DeltaCom's proposal amounts to nothing more than a penalty, which should not be the subject of arbitration. Further, the waiver of certain charges is not required by the 1996 Act.</p>
<p><b>Issue 2(c)(v): Personnel (Att. 2 - 2.2.5)</b></p> <p>Should BellSouth be required to designate personnel for cutovers?</p>	<p>Should BellSouth be required to designate personnel for cutovers as specified in Attachment 2 – 2.2.5?</p>	<p>Yes. Except for SL1 voice grade loops, BellSouth should provide additional UNE Center personnel dedicated to DeltaCom based on the number of ordered loops as set forth in Att. 2 – 2.2.5.</p>	<p>No. BellSouth should not dedicate its personnel to serve any individual CLEC. BellSouth reviews historical staffing requirements and assigns work activity in the most efficient manner possible in order to complete all necessary work functions for all CLECs.</p>

<p><b>Issue 2(c)(vi): Responsibility for Repair Charges (Att. 2 - 2.2.7 - .8)</b> Should ITC\DeltaCom be responsible for the repair charges for troubles caused or originated outside of its network? Should BellSouth reimburse ITC\DeltaCom for any additional costs ITC\DeltaCom incurs in isolating the trouble to BellSouth's network?</p>	<p>Should ITC\DeltaCom be responsible for the repair charges for troubles caused or originated outside of its network? <i>What additional costs should BellSouth reimburse ITC\DeltaCom when DeltaCom isolates the trouble in BellSouth's network?</i></p>	<p>Where the root cause was not DeltaCom's network, BellSouth should bear such costs. BellSouth should reimburse DeltaCom for any additional costs associated with isolating the trouble to BellSouth's facilities and/or equipment.</p>	<p>BellSouth has agreed to be responsible for costs which are incurred due to BellSouth's network. BellSouth should not be responsible for costs due to DeltaCom's network or due to a third party's network. Both companies should be responsible for their own costs incurred in determining the cause of trouble.</p>
<p><b>Issue 2(c)(vii): Carrier Loop (Att. 2 - 2.3.1.2)</b> Should BellSouth provide to ITC\DeltaCom access to BellSouth's network to determine how the carrier loop should be engineered?</p>	<p>Should BellSouth provide to ITC\DeltaCom access to BellSouth's network to determine how the carrier loop should be engineered? <i>What type of access does DeltaCom request and under what terms, rates and conditions should DeltaCom be provided access.</i></p>	<p>DeltaCom should have access to the BellSouth network to determine how the copper loop should be engineered.</p>	<p>No CLEC should have unfettered access to BellSouth's network for the purpose of determining how the carrier loop should be engineered. BellSouth is willing to provide engineering standards and guidelines in connection with BellSouth's network.</p>
<p><b>Issue 2(c)(viii): Maintenance and Repair of HDSL and ADSL (Att. 2 - 2.3.1.2.1-.3)</b> Should BellSouth be responsible for maintenance and repair of HDSL and ADSL facilities provided to ITC\DeltaCom?</p>	<p>Should BellSouth be responsible for maintenance and repair of HDSL and ADSL facilities provided to DeltaCom? <i>If so, at what rate?</i></p>	<p>Yes. In cases where DeltaCom has requested modifications to the loop, BellSouth should be required to maintain and repair the loop at industry standards.</p>	<p>BellSouth does not provide HDSL and ADSL facilities as UNEs to CLECs. BellSouth offers ADSL service as a wholesale offering for which maintenance and repair are offered as part of such service.</p>
<p><b>Issue 2(c)(ix): Special Construction Costs (Att. 2 - 1.1; Att. 2 - 2.3.1.2)</b> If a customer orders a loop which requires special construction charges be paid for by ITC\DeltaCom, and BellSouth reuses the same facilities to provide service to the customer for itself or on behalf of another CLEC, should BellSouth be required to refund to ITC\DeltaCom the amount ITC\DeltaCom paid to BellSouth for Special Construction for that customer?</p>	<p>If a customer orders a loop which requires special construction charges be paid for by ITC\DeltaCom, and BellSouth reuses the same facilities to provide service to the customer for itself or on behalf of another CLEC, should BellSouth be required to refund to ITC\DeltaCom the amount ITC\DeltaCom paid to BellSouth for Special Construction for that customer? <i>What amount ( full, portion...)</i> did DeltaCom request?</p>	<p>Yes. When an end user of DeltaCom elects to discontinue service from DeltaCom and transfer service to another LEC, DeltaCom may at its option permit BellSouth to reuse the facilities. Disconnect charges shall not apply when BellSouth reuses the facilities to provide similar UNEs or services to itself or to another carrier. BellSouth should refund any special construction charges when it takes the facilities back and reuses them to provide similar UNEs or services to itself or to other carriers..</p>	<p>If DeltaCom requests facilities or services which require the imposition of special construction costs, the DeltaCom should pay such costs. The costs were not incurred because of BellSouth or another CLEC. Similarly, if special construction costs were incurred at the request of another CLEC or by BellSouth to provide services to its end users, then DeltaCom would not be subsequently charged for such costs.</p>



<p><b>Issue 2(c)(x): Reimburse Costs to Accommodate Modifications (Attachment 2 - 2.2.2.8)</b></p> <p>Should BellSouth reimburse any costs incurred by ITC\DeltaCom to accommodate modifications made by BellSouth to an order after sending a firm order confirmation ("FOC")?</p>	<p>Should BellSouth reimburse any costs incurred by ITC\DeltaCom to accommodate modifications made by BellSouth to an order after sending a firm order confirmation ("FOC")? <i>If so, how will these costs be determined?</i></p>	<p>Yes. If BellSouth modifies an order sending a FOC, any costs incurred by DeltaCom to accommodate the modification will be reimbursed by BellSouth.</p>	<p>No. BellSouth should not be required to reimburse DeltaCom for such costs. BellSouth does not make modifications to a CLEC's orders. DeltaCom places its own orders and is the only party that can modify its order.</p>
<p><b>Issue 2(c)(xi): Deployment of Modern Digital Loop Carrier ("DLC") Equipment (Att. 2 - 2.3.1.8)</b></p> <p>Should BellSouth be required to refrain from impeding ITC\DeltaCom's deployment of modern DLC equipment?</p>	<p>Should BellSouth be required to refrain from impeding ITC\DeltaCom's deployment of modern DLC equipment? <i>If so, what practices should be implemented to prevent BellSouth from impeding DeltaCom's deployment of modern DLC equipment?</i></p>	<p>Yes. BellSouth should not in any way hinder DeltaCom from deploying modern DLC equipment throughout DeltaCom's portion of the unbundled loop/transport network.</p>	<p>BellSouth denies that it has in any way impeded DeltaCom's deployment of DLC equipment. DeltaCom must provide an appropriate technical standard compliant interface to allow interconnection with BellSouth.</p>
<p><b>Issue 2(c)(xii): Operating, Administration, Maintenance &amp; Provisioning Procedures (Att. 2 - 7.0)</b></p> <p>What are OAMP (Operating, Administration, Maintenance and Provisioning) procedures for Local Switching?</p>	<p>What are OAMP (Operating, Administration, Maintenance and Provisioning) procedures for Local Switching? Should BellSouth be required to furnish these procedures? <i>DeltaCom needs to specify the procedures it is requesting.</i></p>	<p>DeltaCom needs to know what management system BellSouth has in place to monitor the configuration of the facility. No specific procedures requested.</p>	<p>BellSouth's OAMP procedures are set forth in the current interconnection agreement. BellSouth needs clarification from DeltaCom before BellSouth can respond further.</p>
<p><b>Issue 2(c)(xiii): 211 and 611 Calls (Att. 2 - 7.2.1.15)</b></p> <p>How are 211 and 611 calls routed?</p>	<p>Should BellSouth furnish the its routing procedures for the provisioning of N11 services?</p>	<p>DeltaCom must offer the same functions to its customers that BellSouth provides to its end users. It cannot do so without knowledge of the manner in which 211 and 611 calls are routed.</p>	<p>DeltaCom should have placed this resale issue in Attachment 1 rather than In Attachment 2. BellSouth provides N11 service on a resold basis in Tennessee. If DeltaCom is purchasing UNEs to provide N11 service rather than resell, the routing of N11 services is entirely up to DeltaCom.</p>

<p><b>Issue 2(c)(xiv): UNE Conversions (Att. 6 - 4.9.1 - .4)</b> Should BellSouth be required to coordinate with ITC\DeltaCom 48 hours prior to the due date of a UNE conversion? If BellSouth delays the scheduled cutover date, should BellSouth be required to waive the applicable non-recurring charges? Should BellSouth be required to perform dial tone tests at least 8 hours prior to the scheduled cutover date?</p>	<p>Should BellSouth be required to coordinate with ITC\DeltaCom 48 hours prior to the due date of a UNE conversion? If BellSouth delays the scheduled cutover date, should BellSouth be required to waive the applicable non-recurring charges? Should BellSouth be required to perform dial tone tests at least 8 hours prior to the scheduled cutover date?</p>	<p>Yes. BellSouth should coordinate forty-eight (48) hours prior to the due date and if BellSouth cancels the cut, any applicable non-recurring charges should be waived. At central offices where DeltaCom maintains Collocation arrangements, BellSouth shall test for DeltaCom dial-tone on DeltaCom' DLC system during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the scheduled conversion time.</p>	<p>No. BellSouth does not agree that coordination forty-eight (48) hours prior to the due date is necessary on every type of UNE conversion. For SL2 loops, BellSouth will agree to use its best efforts to schedule a conversion date and time twenty-four (24) to forty-eight (48) hours prior to the conversion. BellSouth does not agree to waive non-recurring charges for the applicable UNE. BellSouth states that dial tone is strictly a function of the CLEC when purchasing UNE loops and is not a responsibility of BellSouth.</p>
<p><b>Issue 2(c)(xv): Call Treatment (Att. 2 - 7.2.1.4)</b> Should ITC\DeltaCom be permitted to choose customized call treatment via ITC\DeltaCom's or BellSouth's Advanced Intelligent Network ("AIN") platforms?</p>	<p>Should ITC\DeltaCom be permitted to choose customized call treatment via ITC\DeltaCom's or BellSouth's Advanced Intelligent Network ("AIN") platforms? <i>What specific types of call treatment did DeltaCom request from BellSouth?</i></p>	<p>Yes. No specific types of call treatment requested.</p>	<p>BellSouth will agree to provide both branded and unbranded recorded announcements and/or call progress tones to DeltaCom using BellSouth's facilities. Absent clarification, BellSouth does not understand what needs to be arbitrated.</p>
<p><b>Issue 2(c)(xvi): Rate for Performance Data (Att. 2 - 7.2.1.13)</b> What should be the rate for Performance Data that BellSouth provides to ITC\DeltaCom regarding customer line, traffic characteristics, and other information?</p>	<p>What should be the rate for Performance Data that BellSouth provides to ITC\DeltaCom regarding customer line, traffic characteristics, and other information? <i>What performance data and associated reports regarding customer line, traffic characteristics, and other information does DeltaCom request? What rates should BellSouth charge DeltaCom for such data and reports?</i></p>	<p>BellSouth shall provide performance data regarding line, traffic characteristics or other measurable elements to DeltaCom, upon a reasonable request from DeltaCom. DeltaCom will pay BellSouth the rates specified in Attachment 11. No rates contained in Attachment 11.</p>	<p>A rate cannot be predetermined and included in the rate sheet since the specifics of the request must be known in order to calculate an appropriate rate. Rates for performance data as requested by DeltaCom should be handled on an individual request basis through the Bona Fide request/New Business report process.</p>

<p><b>Issue 2(d): White Page Listings (GTC - 4.1)</b></p> <p>Should BellSouth be required to provide ITC\DeltaCom's White Page Listings to independent third party publishers in the same way that BellSouth provides White Page Listings for its customers to independent third party publishers?</p>	<p>Should BellSouth be required to provide ITC\DeltaCom's White Page Listings to independent third party publishers in the same way that BellSouth provides White Page Listings for its customers to independent third party publishers? <i>Under what rates, terms and conditions should BellSouth provide DeltaCom's white page listings to independent third party publishers?</i></p>	<p>Yes. DeltaCom will sign a letter of authorization giving BellSouth permission to provide DeltaCom's listings to third party publishers.</p>	<p>BellSouth is in compliance with the 1996 Act which only requires BellSouth to provide White Pages directory listings for the customers of other carriers. This is not appropriate for arbitration.</p>
<p><b>Issue 2(e): Numbering (Att. 5 - 2.5.1)</b></p> <p>Should the parties be required to exchange SS7 TCAP messages with each other?</p>	<p>Should the parties be required to exchange SS7 TCAP messages with each other? <i>Under what terms and/or conditions should the parties be required to exchange SS7 TCAP messages with each other?</i></p>	<p>Yes. Either party will exchange with the other SS7 TCAP messages as required for the implementation of CLASS or other features available.</p>	<p>Yes. BellSouth agrees that the parties, when appropriate, should exchange SS7 TCAP messages with each other.</p>
<p><b>Issue 2(f): Local Number Portability ("LNP") Customer Procedures (Att. 5 - 2.6 - 2.6.3)</b></p> <p>Should BellSouth be required to establish LNP cutover procedures under which BellSouth must confirm with ITC\DeltaCom that every port subject to a disconnect order is worked at one time?</p>	<p>Should BellSouth be required to implement the LNP cutover procedures as set forth in Attachment 5, 2.6?</p>	<p>Yes.</p>	<p>BellSouth is reviewing the DeltaCom's proposed procedures, and agrees that coordination between itself and DeltaCom is extremely important. BellSouth already has LNP cutover procedures in place.</p>
<p><b>Issue 2(g): Order Flow-Through (Att. 6 - 4.7.2)</b></p> <p>How should "order flow-through" be defined?</p>	<p>Should "order flow-through" be defined to include end-to-end preordering and ordering processes? <i>Should this definition be included in the interconnection agreement?</i></p>	<p>Yes.</p>	<p>No. BellSouth does not agree with DeltaCom's proposed definition, nor does BellSouth believe that it is necessary for the interconnection agreement to contain a definition of "flow through".</p>

<p><b>Issue 3: Reciprocal Compensation (Att. 3 - 6.0; GTC – definition of “local” and “reciprocal compensation”)</b></p> <p>What should be the rate for reciprocal compensation? Should BellSouth be required to pay reciprocal compensation to ITC\DeltaCom for all calls that are properly routed over local trunks, including calls to Information Service Providers (“ISPs”)?</p>	<p>Should the rate for reciprocal compensation be \$0.009 per minute of use? Should BellSouth be required to pay reciprocal compensation to ITC\DeltaCom for all calls that are properly routed over local trunks, including calls to Information Service Providers (“ISPs”)?</p>	<p>Yes. Because the caller to an ISP initiates the call, the caller’s provider should bear the costs of that call regardless of who provides service to the caller and who provides service to the ISP.</p>	<p>No. The appropriate rate for reciprocal compensation is the sum of the individual network elements that are actually used to handle the call. The rate for such elements are currently being addressed in Docket No. 97-01262. Pursuant to the 1996 Act and the FCC’s Orders and Rules, BellSouth contends that calls to ISPs are not local and thus not eligible for reciprocal compensation</p> <p>Yes. BellSouth has agreed to DeltaCom’s proposed language. Issue resolved.</p>
<p><b>OSS</b></p> <p><b>Issue 3(a): Ordering Guides and Procedures (GTC 2.1)</b></p> <p>Should the BellSouth ordering guides and the procedures set forth in Attachment 6 (Ordering and Provisioning) be referenced in The General Terms and Conditions as the definitive procedures for placing orders?</p>	<p>Should the BellSouth ordering guides and the procedures set forth in Attachment 6 (Ordering and Provisioning) be referenced in The General Terms and Conditions as the definitive procedures for placing orders?</p>	<p>Yes.</p>	
<p><b>Issue 3(b): Industry Standards (Att. 6 - 1.9.1)</b></p> <p>Should ITC\DeltaCom and BellSouth be required to follow the ATIS/OBF business rules in order to develop a national standard?</p>	<p>Should ITC\DeltaCom and BellSouth be required to follow the ATIS/OBF business rules in order to develop a national standard?</p>	<p>Yes. By adopting the business rules set by industry forums the processes for ordering and provisioning will be simplified.</p>	<p>No. BellSouth is committed to implementing all appropriate industry standards. Under the conditions proposed by DeltaCom, BellSouth would be required to unilaterally implement new industry standards even if some of the changes or updates were not desired by the CLECs.</p>
<p><b>Issue 3(c): Availability of OSS Interfaces (Att. 6 - 3.3)</b></p> <p>Should BellSouth be required to schedule maintenance of OSS on weekends and/or at night?</p>	<p>Should BellSouth be required to schedule maintenance of OSS on weekends and/or at night?</p>	<p>Yes.</p>	<p>Yes. BellSouth has agreed to accept DeltaCom’s proposed language. Issue resolved.</p>

<p><b>Issue 3(d): Information Needed to Place Orders (Att. 6 - 1.15.1 - 1.12)</b></p> <p>Should BellSouth be required to provide ITC\DeltaCom access to Universal Service Order Codes ("USOCs"), Field Identifiers ("FIDs") and other information in a downloadable format which is necessary to process orders?</p>	<p>Should BellSouth be required to provide ITC\DeltaCom access to Universal Service Order Codes ("USOCs"), Field Identifiers ("FIDs") and other information in a downloadable format which is necessary to process orders?</p>	<p>Yes. This information should be specified and provided for in the agreement because it is critical to submitting correct orders to BellSouth?</p>	<p>BellSouth already provides the USOCs and FIDs in a downloadable format; it is unnecessary to require BellSouth to do so in an interconnection agreement.</p>
<p><b>Issue 3(e): Notification of Disconnects (Att. 6 - 1.21)</b></p> <p>Should BellSouth be required to provide ITC\DeltaCom notice when a customer leaves ITC\DeltaCom?</p>	<p>Should BellSouth be required to provide DeltaCom with notification of disconnects on a daily basis via electronic means? Should BellSouth be required to provide notice of a disconnect within twenty-four (24) hours of such disconnect?</p>	<p>Yes. DeltaCom currently receives a report on disconnects and wants it to be required in the contract. The information is necessary to prevent double-billing and should be made a requirement.</p>	<p>BellSouth will agree to provide a CLEC with timely notice (within 24 hours) when a customer disconnects. BellSouth does not agree that it is necessary for any carrier to know which carrier the customer has switched service to as part of the disconnect notice.</p>
<p><b>Issue 3(f): Discontinuance of OSS Interfaces (Att. 6 - 2.1)</b></p> <p>Should BellSouth be required to maintain both the current and one previous version of an electronic interface?</p>	<p>Should BellSouth be required to maintain both the current and one previous version of an electronic interface?</p>	<p>Yes.</p>	<p>Yes. BellSouth has agreed to support the current and immediate past national industry standard version of the applicable electronic interfaces.</p>
<p><b>Issue 3(g): Advance Notice Prior to Discontinuance of OSS Interfaces (Att. 6 - 2.2)</b></p> <p>Should ITC\DeltaCom have at least 90 days advance notice prior to BellSouth discontinuing an OSS interface?</p>	<p>Should ITC\DeltaCom have at least 90 days advance notice prior to BellSouth discontinuing an OSS interface?</p>	<p>Yes. If BellSouth elects to discontinue an OSS interface, DeltaCom will have to make significant modifications to its systems.</p>	<p>Yes. BellSouth agrees in concept to provide at least 90 days notice of any electronic interface that will be completely discontinued.</p>
<p><b>Issue 3(h): Disconnect / Reconnect (Att. 6 - 4.2.1)</b></p> <p>If ITC\DeltaCom needs to reconnect service following an order for a disconnect, should BellSouth be required to reconnect service within 48 hours?</p>	<p>If ITC\DeltaCom needs to reconnect service following an order for a disconnect, should BellSouth be required to reconnect service within 48 hours?</p>	<p>Yes. This occurs when a customer pays an outstanding bill and has been disconnected for nonpayment or when DeltaCom must quickly reconnect service for any other reason.</p>	<p>No. BellSouth will agree to use its best efforts to reconnect service within 24 hours. BellSouth cannot commit to a 48 hour requirement due to receiving orders from numerous other CLECs as well as BellSouth's own end users.</p>

<p><b>Issue 3(i): Hours of UNE/LCSC Center (Att. 6 - 4.8.1)</b></p> <p>Should BellSouth be required to maintain UNE/LCSC hours from 6 a.m. - 9 p.m.?</p>	<p>Should BellSouth be required to maintain UNE/LCSC hours from 6 a.m. - 9 p.m., Monday through Friday?</p>	<p>Yes.</p>	<p>No. BellSouth's current hours of operation for Monday through Friday of 8:00 a.m. until 5:00 are more than adequate to handle the needs of all CLECs.</p>
<p><b>Issue 3(j): Toll Free Number (Att. 6 - 4.8.2)</b></p> <p>Should BellSouth be required to provide a toll free number to ITC/DeltaCom to answer questions concerning BellSouth's OSS proprietary interfaces from 8 a.m. to 8 p.m.?</p>	<p>Should BellSouth be required to provide a toll free number to ITC/DeltaCom to answer questions concerning BellSouth's OSS proprietary interfaces from 8 a.m. to 8 p.m.?</p>	<p>Yes. As the developer of these unique interfaces, BellSouth needs to provide support for those interfaces and available personnel for resolution of problems/issues concerning the interfaces.</p>	<p>BellSouth currently provides "help desks" which are staffed Monday through Friday, 8:00 a.m. until 5:00 p.m. For assistance during the night, weekends, or holidays, a BellSouth employee can be contacted via a pager with a toll-free number. No additional hours need to be specified in the interconnection agreement.</p>
<p><b>Issue 3(k): FOC (Att. 6 - 4.3)</b></p> <p>What information should be included on the FOC?</p>	<p>Should the FOC include purchase order number ("PON"), telephone number, local service request ("LSR") number, due date, service order number and contain data as defined by the OBF?</p>	<p>Yes.</p>	<p>No. BellSouth currently provides the purchase order number, PON date, local service request number, order number, due date, and the telephone number. BellSouth does not agree that the FOC should include all other data that the OBF may suggest.</p>
<p><b>Issue 3(l): Escalation Procedures (Att. 6 - 4.8.16)</b></p> <p>Should the Parties establish escalation procedures for ordering/provisioning problems?</p>	<p>Should the parties establish escalation procedures and contacts for resolving issues related to ordering and provisioning procedures or to the processing of individual orders, ultimately to the dispute resolutions of this agreement. If so, should BellSouth be required to notify DeltaCom of any modifications to these contacts within ten (10) days of any such modifications?</p>	<p>Yes.</p>	<p>No. BellSouth agrees that escalation procedures are useful in resolving problems with ordering/provisioning. BellSouth essentially agrees with the proposed language, except for the limited matter of providing 10 days notice of any modifications to the appropriate "contacts" for escalation.</p>

<p><b>Issue 3(m): Repair Information (Att. 6 - 5.2; 6 - 5.3 - 5.3.2)</b></p> <p>What type of repair information should BellSouth be required to provide to ITC\DeltaCom such that ITC\DeltaCom can keep the customer informed?</p>	<p>Should BellSouth be required to comply with the provisions and provide the information as set forth in Attachment 6 sections 5.2, 5.3.1 and 5.3.2.</p>	<p>Yes.</p>	<p>No. BellSouth does not agree that the proposed language should be put in the interconnection agreement. BellSouth provides DeltaCom with non-discriminatory access to its maintenance and repair OSS today.</p>
<p><b>Issue 3(n): Training Technicians (Att. 6 - 5.6)</b></p> <p>Should BellSouth be required to train their technicians on the procedures contained in the interconnection agreement which sets forth the manner in which BellSouth must treat ITC\DeltaCom customers?</p>	<p>Should BellSouth be required to insure that its service technicians are properly trained and be required to follow the procedures set forth in Attachment 6, section 5.6? <i>How does DeltaCom propose to evaluate whether BellSouth technicians are properly trained?</i></p>	<p>Yes.</p>	<p>Although BellSouth does not believe this issue needs to be included in the interconnection agreement, BellSouth will agree with the proposed language so long as it applies equally to DeltaCom.</p>
<p><b>Issue 3(o): Billing for Unauthorized Work (Att. 6 - 5.13)</b></p> <p>Should ITC\DeltaCom be billed by BellSouth for unauthorized work?</p>	<p>Should BellSouth be required not to undertake any work at an end user's request for which DeltaCom would be charged without obtaining prior approval from DeltaCom?</p>	<p>Yes.</p>	<p>BellSouth agrees in principle with the proposed language, but has requested clarification on this issue.</p>
<p><b>Issue 4(a): Cageless Collocation (Att. 4 - 6.4)</b></p> <p>Should BellSouth provide cageless collocation to ITC\DeltaCom 30 day after a complete application is filed?</p>	<p>Should BellSouth provide cageless collocation to DeltaCom within thirty (30) days after receipt by BellSouth of a complete and accurate Bona Fide Offer?</p>	<p>Yes.</p>	<p>No. BellSouth is not required by the FCC to provide cageless collocation within 30 days. Given the numerous factors applicable to fulfilling a collocation request, it is not feasible to require BellSouth to complete the collocation request within 30 days.</p>

<p><b>Issue 4(b): Compensation for Use of ITC\DeltaCom Collocation Space</b></p> <p>Should BellSouth be required to compensate ITC\DeltaCom when BellSouth collocates in ITC\DeltaCom collocation space?</p>	<p>Should BellSouth be required to compensate DeltaCom when BellSouth locates in DeltaCom's collocation space at the same rates, terms and conditions that apply to DeltaCom when it collocates in BellSouth's space? <i>What language does DeltaCom propose to include the interconnection agreement?</i></p>	<p>Yes.</p>	<p>BellSouth has already agreed to pay DeltaCom collocation rates that mirror the rates in the collocation agreement between DeltaCom and BellSouth for DeltaCom's collocation arrangements within a BellSouth central office. This reverse collocation agreement has been in place since December 15, 1998. Once the companies have a new collocation agreement in place, BellSouth plans to replace the existing reverse collocation agreement with a new one that mirrors the new collocation agreement.</p>
<p><b>Issue 4(c): Security (Att. 4 - 11)</b></p> <p>Should ITC\DeltaCom and its agents be subject to stricter security requirements than those applied to BellSouth's agents and third party outside contractors?</p>	<p>Should DeltaCom and its agents be subject to the security requirements set forth in Attachment 4, section 11? <i>Does this section contain the security requirements that DeltaCom proposes?</i></p>	<p>Yes. The same security procedures should be applied to DeltaCom as that which BellSouth applies to itself and its agents and third party contractors.</p>	<p>BellSouth imposes essentially the same level of security on CLEC employees given access to BellSouth central offices as it imposes on BellSouth's approved third party vendors.</p>
<p><b>Issue 4(d): Space Reclamation (Att. 4 - 1.2.1)</b></p> <p>Whether BellSouth should be permitted to reclaim collocation space if BellSouth believes that ITC\DeltaCom is not fully utilizing such space?</p>	<p>In the event of space exhaustion within a central office premises, should DeltaCom be allowed to sublease space to other physical collocation applicants or should BellSouth be permitted to reclaim collocation space if BellSouth believes that DeltaCom is not fully utilizing such space?</p>	<p>BellSouth should not be permitted to reclaim space which belongs to DeltaCom. DeltaCom will sublease space where appropriate.</p>	<p>In the event of space exhaustion within a central office premises, DeltaCom should be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in DeltaCom's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.</p>



<p><b>Issue 5: Local Interconnection (Att. 3)Error! Bookmark not defined.</b></p> <p>Should the Parties continue operating under existing local interconnection arrangements?</p>	<p>Should the Parties continue operating under existing local interconnection arrangements?</p>	<p>Yes.</p>	<p>BellSouth does not understand this issue and needs clarification. The fact that DeltaCom has filed for arbitration with BellSouth and listed some seventy-three issues, many of which contain multiple questions, belies DeltaCom's request to maintain its existing arrangements with BellSouth.</p>
<p><b>Issue 6(a): Rates and Charges for BellSouth OSS (Att. 11)</b></p> <p>Should BellSouth be permitted to impose charges for BellSouth's OSS on ITC\DeltaCom?</p>	<p>Should BellSouth be permitted to impose charges for BellSouth's OSS on ITC\DeltaCom?</p>	<p>No. DeltaCom is being required to pay for OSS interfaces that BellSouth claims are compliant with the requirements of the Act. BellSouth's systems do not currently provide resold services or UNEs in a nondiscriminatory manner. DeltaCom has made substantial investments to develop the DeltaCom side of these OSS interfaces. DeltaCom should not be required to also underwrite BellSouth" development.</p>	<p>Yes. BellSouth is entitled under the 1996 Act and the FCC's orders and rules to recover the reasonable charges it incurred associated with developing, providing, and maintaining the interfaces that make BellSouth's OSS accessible to competitors. The TRA previously approved BellSouth's right to recover these costs in Docket No. 97-01262 by Order dated January 25, 1999. The U.S. District for the Eastern District of Kentucky has confirmed BellSouth' right to recover these type costs in a similar context.</p>

<p><b>Issue 6(b): Rates and Charges for ADSL/HDSL and two-wire and four wire ADSL/HDSL, Two-wire SL2, Two-wire SL1, Two-wire SL2 Order Coordination for Specified Conversion Time, Extended Loops, Loop-Port Combinations (Att. 11)</b></p> <p>What are the appropriate recurring and non-recurring rates and charges for BellSouth ADSL/HDSL and two-wire and four wire ADSL/HDSL, Two-wire SL2, Two-wire SL1, Two-wire SL2 Order Coordination for Specified Conversion Time, Extended Loops and Loop-Port Combinations services? <i>DellaCom needs to provide proposed rates.</i></p>	<p>In light of the U.S. Supreme Court decision in AT&amp;T Corp v. Iowa Utilities Board no true TELRIC cost based rates are in place. The rates specified in the interconnection agreement which was previously approved by the TRA should remain in effect until permanent TELRIC based rates which reflect the Court's decision are presented and adopted. For those elements for which there is no rate, the TRA should establish a true TELRIC based rate.</p>	<p>The rates for the UNEs/services listed by DeltaCom in this issue, with certain exceptions discussed below, are being addressed by the Authority in Phase II of Docket No. 97-01262. The 1996 Act does not require BellSouth to offer combinations of UNEs to CLECs that are currently combined in BellSouth's network. Finally, BellSouth does not provide HDSL/ADSL service as a UNE.</p>
<p><b>Issue 6(c): Rates and Charges for Disconnection (Att. 6 - 4.8.20)</b></p> <p>Should BellSouth be permitted to charge ITC\DeltaCom a disconnection charge when BellSouth does not incur any costs associated with such disconnection?</p>	<p>Should BellSouth be required to waive or issue a credit for all disconnect related non-recurring charges on all disconnects due to an end user change of LEC?</p>	<p>No. The Authority has already determined that disconnection charges are appropriate in Docket No. 97-01262 by Order dated January 25, 1999. These rates are being addressed by the TRA in Phase II of the UNE Docket.</p>
<p><b>Issue 6(d): Rates and Charges for Collocation (Att. 11)</b></p> <p>What should be the appropriate rate for cageless/shared collocation in light of the recent FCC Advanced Services Order?</p>	<p>Should the appropriate interim cageless collocation rate be the virtual collocation rate contained in BellSouth's FCC Tariff No. 1, Section 20 minus those costs ITC\DeltaCom incurs for maintaining its own equipment. <i>DellaCom needs to present the methodology for determining costs it incurs for maintaining its equipment.</i></p>	<p>Yes. BellSouth proposes rates to DeltaCom that are in compliance with the FCC's Advanced Services Order. Further, the rates for collocation are currently under consideration by the TRA in Docket No. 97-01262.</p>

<p><b>Issue 6(e): Rates and Charges for Conversion of Customers from Resale to UNE-based Service (Att. 2 - 2.3.1.6)</b> Should BellSouth be permitted to charge for ITC\DeltaCom conversions of customers from resale to unbundled network elements?</p>	<p>Should BellSouth be permitted to charge for ITC\DeltaCom conversions of customers from resale to unbundled network elements? <i>If so, how much?</i></p>	<p>No. BellSouth should be required to convert a customer's bundled local service to an unbundled element or service and assign such unbundled element or service to DeltaCom with no penalties, rollover, termination or conversion charges to DeltaCom or the customer, except as specific customer service agreement, if BellSouth waives like charges and penalties for any other telecommunications carrier?</p>	<p>Yes. There is no requirement in the 1996 Act or in the FCC's rules that obligates BellSouth to convert a CLECs customer from resale to UNEs at no cost. BellSouth is entitled to recover its reasonable costs if it performs this function.</p>
<p><b>Issue 6(f): Recovery of Resale Costs (Att. 1 - 3.14)</b> Should BellSouth be permitted to recover all of its costs for resale from ITC\DeltaCom?</p>	<p>Should BellSouth be permitted to recover all of its costs for resale from ITC\DeltaCom?</p>		<p>BellSouth is willing to remove its proposed language from the interconnection agreement on this issue. The issue should be resolved.</p>
<p><b>Issue 7(a): Billing - Detail (Att. 7 - 1.1 and 1.9)</b> What billing detail must BellSouth provide to ITC\DeltaCom to verify BellSouth's charges to ITC\DeltaCom?</p>	<p>Should BellSouth be required to provide the necessary billing detail to DeltaCom to allow verification of BellSouth's charges to DeltaCom? <i>DeltaCom needs to specify the billing detail it is requesting.</i></p>	<p>Yes. Sufficient detail should include at a minimum the items purchased, quantity and price</p>	<p>Yes. BellSouth already provides the item, quantity and price information on all resale and UNE services that DeltaCom is requesting.</p>
<p><b>Issue 7(b): Billing - Access Usage Records (Att. 7 - 4.14)</b> Whether the party responsible for failing to deliver access usage records in a timely manner is liable for lost revenue?</p>	<p>Should the party responsible for failing to deliver access usage records in a timely manner be liable for lost revenue? <i>DeltaCom needs to define timely manner.</i></p>	<p>Yes.</p>	<p>No. BellSouth will use the guidelines established at the OBF for sending access usage records to DeltaCom. These guidelines do not contain a definition of the term "timely manner".</p>
<p><b>Issue 7(b)(i): Lost Access Data (Att. 7 - 4.14)</b> What is a reasonable time frame for the parties to estimate lost access data for purposes of billing?</p>			<p>BellSouth is willing to accept DeltaCom's proposed language for usage lost or destroyed by BellSouth while processing the records in the RAO Hosting process. This issue should be resolved.</p>

<b>Issue 7(b)(ii): Meet Point Billing (Att. 3 - 9)</b> What procedures should be adopted for meet point billing?	Should the procedures be adopted for meet point billing as set forth in Attachment 3, section 9?	Yes.	No. BellSouth proposes to utilize, to the extent possible, the standard industry procedures that have been agreed to and working well among the ILECs and the IXCs since 1986. These procedures are documented in the MECAB and MECOD OBF Guidelines.
<b>Issue 7(b)(iii): Relevant Information for ADUF (Att. 7 - Exhibit A 2.1)</b> How should "all relevant information" be defined for purposes of ADUF?	How should "all relevant information" be defined for purposes of ADUF?	ITC\DeltaCom needs clarification as to what BellSouth requires.	In order for BellSouth to provide the ADUF file, certain technical pieces of information are required.
<b>Issue 7(b)(iv): Audits (Att. 3 - 2.0)</b> Who pays for the audit?	Should the party seeking a PLU audit be required to pay for such audit?	Yes.	No. If, as a result of an audit, either party is found to have overstated the PLU and/or PIU by twenty (20) percentage points or more, that Party shall reimburse the auditing Party for the cost of the audit.
<b>Issue 8(a): General Contract Issues - Appropriate Forum (GTC - 11)</b> What is the appropriate legal forum for enforcement of the provisions of the interconnection agreement?	Should the parties be able to petition either the TRA or other appropriate forum for resolution of any dispute arising from the interpretation or implementation of this agreement.	DeltaCom believes that the parties should <u>not</u> be limited by contract as to where they can file for legal recourse.	The parties should determine at the time they enter into the interconnection agreement where disputes will be resolved. This should it help prevent the potential for "forum shopping", as well as the potential for inconsistent decisions under the agreement.
<b>Rule 8(b): General Contract Issues - Loser Pays (GTC - 11)</b> Whether the losing party to an enforcement proceeding or proceeding for breach of the interconnection agreement should be required to pay the costs of such litigation?	During an enforcement proceeding or proceeding for breach of the interconnection agreement, should the party which does not prevail pay all reasonable costs of the arbitration or other formal complaint proceeding, including reasonable attorney's fees and other legal expenses of the prevailing Party?	Yes. This provision would prevent frivolous claims.	No. The inclusion of a "loser pays" provision would have a chilling effect on both parties to the extent that even meritorious claims may not be filed. It is inevitable that complaints will be brought by various parties seeking clarification as issues emerge. Often times there is no clear "winner" or "loser", thus further complicating the use of a "loser pays" clause.

<p><b>Rule 8(c): General Contract Issues – Limitation of Liability (GTC - 6.3)</b></p> <p>What should be the appropriate standard for limitation of liability under the interconnection agreement?</p>	<p>Should the parties be bound by the limitation of liability language as set forth in the General Terms and Conditions, section 6.3</p>	<p>Yes.</p>	<p>Yes. BellSouth, however, propose a provision that willful misconduct should not include either party's actions in reliance upon a reasonable interpretation of any term of the Agreement, even if such interpretation is ultimately found to be erroneous by a State Commission, the FCC or a court competent jurisdiction.</p>
<p><b>Issue 8(d): General Contract Issues – Most Favored Nations Provision (GTC - 16.1)</b> Should ITC\DeltaCom be permitted to "pick and choose" any individual element, service or term of interconnection contained in any other interconnection agreement approved by the TRA?</p>	<p>Pursuant to 47 USC 252 and 47 CFR 51.809, should ITC\DeltaCom be permitted to "pick and choose" any individual element, service or term of interconnection contained in any other interconnection agreement approved by the TRA?</p>	<p>Yes</p>	<p>Yes, but DeltaCom and other CLECs must adopt the other terms in that agreement which are legitimately related to the desired term.</p>
<p><b>Issue 8(e): General Contract Issues – Tax Liability (GTC - 13.1; Att. 1 - 11.5)</b> Whether language covering tax liability should be included in the interconnection agreement, and if so, whether that language should simply state that each Party is responsible for its tax liability?</p>	<p>Should language covering tax liability be included in the interconnection agreement? If so, what language should be added.</p>	<p>No. However, if the TRA believes it is necessary, DeltaCom believes the parties should simply state that they will abide by state federal rules and regulations.</p>	<p>Yes. The language proposed by BellSouth as set forth in GTC – 13.1 and Attachment 1, section 11.5, should be adopted.</p>
<p><b>Issue 8(f): Breach of Contract (GTC – 25)</b></p> <p>Should BellSouth be required to compensate ITC\DeltaCom for breach of material terms of the contract?</p>	<p>Should BellSouth be required to compensate DeltaCom for breach of material terms of the contract pursuant to the provisions set forth in GTC – 25?</p>	<p>Yes.</p>	<p>No. This issue is not appropriate for arbitration. The TRA lacks the statutory or jurisdictional authority to award or order monetary damages or financial penalties. State law and TRA complaint procedures are available, and are more than sufficient to address or remedy any breach of contract situation. Nothing in the Act or in an FCC order requires the inclusion of liquidated damages.</p>